

General Tenancy Terms

- as of 1 October 2024 -

[The German version of the Tenancy Terms shall be legally binding.]

I. Entitlement to Accommodation

1. Tenants of student residences managed by Studentenwerk Leipzig – hereinafter referred to as the landlord – may only become tenants if they meet the requirements for eligibility for accommodation in accordance with the regulations of Studentenwerk Leipzig¹ and the usage regulations² for student residences as amended from time to time.
2. Tenants are obliged to prove the continuation of their entitlement to accommodation without being requested by the day on which their entitlement to accommodation ends, usually by 31 March and 30 September each year, by submitting a valid certificate of enrolment for the directly following period of study.
3. Tenants are obliged to inform the landlord promptly in writing if they lose their entitlement to accommodation.
4. If no evidence of the entitlement to accommodation is provided, the statutory sales tax (currently 7%) shall be levied on the rent and other services for the period of time during which no such evidence was provided, if necessary with retroactive effect. If the evidence of entitlement to accommodation is presented later, the sales tax paid will not be reimbursed.
4. If no evidence of the entitlement to accommodation is provided even after the expiry of a deadline set by the landlord or despite a written warning, then the landlord shall be entitled to terminate the tenancy for cause without notice. In this case, the landlord's right to termination for cause shall remain unaffected.

II. Tenancy Period

1. Renting accommodation in student residences to students constitutes an indirect government funding of their studies. The landlord only disposes of a limited amount of housing space for this purpose so that the landlord, by means of a rotation principle, seeks to be able to provide as many students as possible with housing financed by government funding under favorable conditions. Therefore, housing in the student residences shall only be rented for temporary use and for a limited period for

¹ www.studentenwerk-leipzig.de/ordnung

² www.studentenwerk-leipzig.de/downloads

the special purposes of studying. The regulations of § 549 sec. 3 of the German Civil Code regarding student residences shall apply.

2. As a general rule, the tenancy period shall be limited to the respective standard period of study. Tenancy shall terminate automatically at the time agreed in the tenancy agreement without any notice of termination being required. Tacit extension due to continued use of the rented property after the expiration of tenancy according to § 545 of the German Civil Code shall be excluded.
3. The minimum tenancy period shall be one academic year, i.e., two semesters, and may always be extended by entire semesters only. That does not apply to program or exchange students or students on dual study programs). For those students, the minimum tenancy period is three months.
4. The tenancy period may be extended by one or more semesters on request in compliance with the guidelines stated in the Terms of Use for Student Halls of Residence. There shall be no legal entitlement for extension of the tenancy period.
5. Extensions of the term of residence will generally not be granted if the tenant had to be warned by the landlord in the last semester due to violations of these terms of tenancy, the regulations for the use of the communal rooms and areas of the student residence, the studNET terms of use and the fire safety regulations³, if there are rent or other financial liabilities due to the landlord and/or if there is another reason for the termination of the tenancy without notice.

III. Start of Tenancy

1. Tenancy shall begin on the 1st day of each month unless a different date is specified in the tenancy agreement. The rented property shall be handed over as of the start date of the tenancy as agreed in the tenancy agreement from Mondays to Fridays at the janitor's office hours. If the specified start date is a Saturday, Sunday or public holiday, the rented property shall be handed over as of the subsequent working day. There shall be no handovers on December 24 and December 31 of each calendar year.
2. The tenant shall only be entitled to handover of the rented property after having signed the tenancy agreement submitted by the landlord and after having issued the SEPA Direct Debit Mandate for collection of the rent and the security deposit.
3. If the rented accommodation is not ready for occupancy on the handover date, the landlord shall be entitled to provide temporary substitute housing. Any associated inconvenience, if any, is due to the rotation principle employed for a student residence and shall be tolerated by the tenant.
4. Due to the rotation principle, no guarantee can be given that the rented rooms may be visited beforehand.

³ <https://www.studentenwerk-leipzig.de/downloads>

IV. Rent and Payment of Rent

1. The landlord is expected to operate the student residences managed according to the cost covering principle. The rent shall include all charges for basic rent and a flat rate for operating costs. The landlord is forced to determine the amount of rent based on the costs of the student residences and to re-determine rents at regular intervals. Accordingly, if it is necessary to raise the rent due to an increase of these costs, the tenant shall be obliged to pay the re-determined increased rent.
2. Rent determined for each accommodation shall be a fixed flat rate amount, which is composed as follows:
 - a) basic rent
 - b) flat rate for operating costsIn addition to that, there may be flat rate administration fees in individual cases concerning relocations, reminder notices, transaction expenses, and others.
3. If the landlord's expenses are no longer covered due to rising costs, the landlord is entitled to adjust the basic rent and/or the flat-rate operating costs accordingly by means of a unilateral declaration in text form, subject to a notice period of two weeks. The increased rent shall be payable from the 1st of the month following the timely declaration. The tenant has no special right of termination in the event of rent increase. Pursuant to § 549 sec. 3 German Civil Code, the special right of termination pursuant to § 561 German Civil Code does not apply to student residences.
4. Rent and all amounts payable associated with the rent must be paid in advance on a monthly basis by way of direct debit. For this purpose and upon beginning of tenancy, the tenant shall provide the landlord with a SEPA direct debit mandate for the respective claims falling due and to open and maintain a SEPA-capable current account (hereinafter referred to as the 'bank account') to this effect. The tenant expressly authorizes the landlord to collect the agreed deposit, any undisputed recourse claims and lump-sum expenses, e.g., removal, reminders, booking expenses, etc.
5. If the rent and other receivables due are to be collected from a bank account whose account holder is not the tenant (e.g., the parents), the SEPA direct debit mandate must be issued in person by the account holder. That does not affect the payment obligation. The landlord shall inform only the tenant of the upcoming SEPA direct debit. The tenant is responsible for informing the account holder within their relationship.
6. As a rule, the landlord collects the rent between the 5th and 10th day of each month for the current month, but not before the third workday of each month. The tenant is obliged to make sure that there are sufficient funds in the bank account to cover the amount due in due time. The tenant shall bear costs incurred due to unsuccessful collection attempts. No second collection attempt will be made. The tenant is responsible for paying the rent if the direct debit is unsuccessful.
7. For reminders that nevertheless become necessary, the landlord is entitled to a flat-rate reminder fee of currently EUR 5.00 as compensation for the administrative costs incurred. The assertion of further damage caused by default shall remain unaffected, as does the proof of lesser damage by the tenant.

8. The landlord may claim additional fees for special services not pertaining to the regular scope of services. Details shall be set out in a separate agreement in addition to the tenancy agreement. Any additional fees payable in accordance herewith shall be collected along with the rent.

V. Abatement of Rent and Right of Retention of Rent

1. The landlord is not liable for malfunctions of the central heating system and central hot water supply caused by circumstances not within the landlord's control. The tenant shall only be entitled to abate the rent if the malfunctions impair the suitability of the accommodation to a more than insignificant extent. Abatement shall be excluded as long as the tenant has not notified the landlord of the defect thus giving the landlord the opportunity to remedy the malfunction within a reasonable period of time.
2. The Landlord shall not guarantee uninterrupted provision of satellite/cable television and/or Internet access. Any necessary and inevitable temporary interruptions shall constitute only an insignificant impairment and shall not entitle the tenant to abate the rent.
3. The abatement of rent shall be excluded in connection with any impairments of use caused by measures taken in order to maintain or improve the rented premises or the building and which impair the suitability of the living quarters in no more than an insignificant way. Unless they are emergency measures that cannot be postponed, the landlord shall announce maintenance and/or improvement measures in good time.
4. In case of an impairment of use due to disturbance by fellow inhabitants, the rent may only be abated, and only then, if the Landlord fails to take the necessary and reasonable action against the party causing the disturbance or if such action remains unsuccessful.

VI. Security Deposit

1. In order to secure all receivables resulting from tenancy, the tenant shall pay a security deposit to the landlord. The deposit shall be debited from the bank account specified by the tenant along with the first monthly rent.
2. The landlord shall be entitled to offset the security deposit against all receivables resulting from tenancy after return of the rented property, in particular against any claims for damages due to missing or damaged parts of the inventory or missing or damaged keys/transponders as well as against any damage done to the rented property.
3. The security deposit or, as the case may be, that part of the total sum remaining after offset, shall be refunded by the landlord to the tenant at the earliest two months after termination of tenancy and return of the rented property, and after the collection process is irrevocable. Refund shall be made by means of bank transfer to the bank account specified for the purpose of collecting the rent unless the tenant specifies a different bank account upon handover of the rented property. In case of bank transfer to an account abroad, the landlord shall be entitled to deduct from the refunded amount any banking charges incurred for such payment abroad.
4. The security deposit shall not bear any interest.

VII. Relocation within the Student residences

1. As a general rule, relocation shall be possible no sooner than after 6 months of occupancy.
2. Relocations are permitted only with the landlord's consent and a remaining contract period of at least one semester. Requests to move must be made in writing, stating the reasons, on a form available from the landlord. The decision on relocation requests is at the discretion of the landlord.
3. For administrative reasons, the number of relocations during the period of tenancy may be limited. For special occasions, the landlord may generally prohibit any relocation for certain periods of time.
4. If the tenant relocates without the landlord's consent, such action shall constitute a severe breach of contract entitling the landlord to terminate tenancy without prior notice.
5. Currently, a relocation lump sum amounting to 30.00 euros is levied for the administrative effort. The landlord shall be entitled to debit the amount from the bank account along with the rent payment. The landlord may redefine the amount of the lump sum at any time at his reasonable discretion.

VIII. Termination by the Tenant

1. As a general rule, tenancy shall end on the date agreed upon in the tenancy agreement without any notice of termination being required.
2. The tenant shall have the right to terminate the tenancy before expiration of the time as agreed in the tenancy agreement by giving due notice of termination according to the terms and conditions set out below.
3. Tenancy cannot be terminated with due notice before the expiry of the minimum tenancy period of one academic year. This agreement may be terminated for the first time with a notice period of 8 weeks before the end of the second semester with effect for the end of the semester. That shall not affect the right to termination for cause.
4. The notice period shall be 8 weeks and shall only be valid for the end of a semester.
5. The notice of termination shall be submitted to the landlord in writing. The timeliness of the notice of termination – no later than 8 weeks before the end the semester – is determined by the receipt of the notice of termination by the landlord, not by the date of its posting.
6. Termination of the tenancy by the tenant before the end of the semester is only possible in agreement with the landlord if the tenant can name a suitable new tenant in good time for the remaining period of the tenancy, but at least for two months before the end of the tenancy agreement, who can provide proof of eligibility for accommodation in accordance with Section I. of these Tenancy Terms and has not already concluded a valid tenancy agreement with the landlord. The landlord may reject the new tenant if there is reason in their person and the conclusion of a tenancy agreement with them is unreasonable for the landlord. Until the tenancy agreement is concluded with the new tenant, the tenancy agreement with the previous tenant shall remain in force.

7. De-registration during the semester is the responsibility of the tenant and does not affect the tenancy until the end of the semester. De-registration does not constitute cause entitling the tenant to terminate the tenancy. From the time of de-registration, the tenant must pay the statutory VAT (currently 7%) to be levied by the landlord on the rent and other services. The landlord must be informed promptly of the date of de-registration.
8. In the event of de-registration, the contracting parties may agree to terminate the tenancy prematurely by concluding a cancellation agreement with a notice period of one month to the end of the month. The certificate of de-registration and the signed application for cancellation must be received by the landlord no later than the last calendar day before the month in which the de-registration takes effect and the cancellation of the tenancy is required. If the above documents are not received by the landlord by the deadline, cancellation is possible only at the end of the month following receipt. If the parties are unable to agree on the terms of the amicable termination of the contract, the tenancy shall end at the end of the semester following the de-registration. That applies only if the landlord has been notified of de-registration at least one month before the end of the semester. From the date of de-registration, the tenant must pay the statutory VAT (currently 7%) to be levied by the landlord on the rent and other services.

IX. Termination by the Landlord

1. Due notice of the tenancy shall be excluded prior to the expiry of the minimum tenancy period of one academic year. Termination shall be permitted for the first time by giving eight weeks' notice at the end of the second semester. This shall not affect the termination for cause.
2. The landlord shall be entitled to prematurely terminate the tenancy for cause by the end of the semester at any time subject to a notice period of 8 weeks, in particular upon a more than insignificant violation of obligations by the tenant.
3. The landlord may terminate the tenancy extraordinarily by giving three months' notice to the end of the month, if they stop operating one or several student residences entirely or in parts or interrupt the operation due to e.g., comprehensive renovation works. In such cases, the landlord shall try to provide the tenant with a room available at another student residence, if possible.
4. Furthermore, the landlord shall be entitled to extraordinary termination without notice for cause, whereby the landlord cannot be expected to tolerate continuation of the tenancy until the expiration of the notice period or of the agreed term of the tenancy agreement. Such cause shall be deemed to exist in particular if:
 - a) the tenant does not provide evidence of their continued entitlement to accommodation despite a written reminder to do so.
 - b) the direct debit of the rent fails without cause due to objection on the part of the tenant or due to insufficient coverage and the tenant continues to fail to provide for smooth direct debit despite a reminder to do so.
 - c) the tenant has fallen behind with payment of the rent for two subsequent due dates by an amount exceeding one monthly rent.
 - d) the Tenant has fallen behind with payment of the rent for a period exceeding two due dates by a sum amounting to a total of two monthly rents.

- e) the tenant uses the rented premises contrary to the terms of this agreement, in particular by allowing third parties to use the whole of the rented property or parts thereof without authorization or by accommodating guests without the landlord's consent.
 - f) the tenant, despite the warning not to do so, is violating the Tenancy Terms or the terms of use for the rooms and areas of common use in a student residence in a more than insignificant manner or if they is disturbing the domestic peace.
 - g) the tenant, despite the warning not to do so, is endangering or harming other fellow inhabitants or third parties by their actions or their behavior.
 - h) the tenant neglects the rented rooms and, even after having received a warning, the rooms are still in such a state of uncleanliness that the risk of vermin infestation and health hazards cannot be excluded.
 - i) the tenant violates the obligation to tolerate preservation, repair, and other structural measures.
5. If the tenancy has been terminated by the landlord without notice, the tenant shall be obliged to pay compensation for use amounting to the rent lost until the end of the respectively current semester, but no longer than until re-rental of the rented premises.

X. Subletting the Rented Property to Third Persons

Without the landlord's prior permission, the tenant shall not be entitled at all to cede use of the rented property to any third party.

XI. Tenant's Obligations

1. The tenant undertakes to treat the rented property and any shared premises and facilities with care and to comply with the terms of use applicable for the rooms and communal areas pertaining to the student residence. The shared premises and facilities shall only be used for the purpose as intended. The tenant shall be responsible for tending to and cleaning the rented property (including inventory) on a regular basis by appropriate means and with the help of suitable devices. Shared premises, in particular kitchens and bathrooms, must always be left clean and tidy. Waste shall be disposed of according to the principle of waste separation in the containers for recyclable and residual waste provided for that purpose and must not be thrown into sinks, toilets, or similar. The tenant shall take reasonable measures to prevent any loss, deterioration or damage to the rented and shared rooms and facilities, in particular by shutting the room and entrance doors, ensuring that windows and doors cannot slam shut, protecting water pipes and heaters against frost damage, closing windows when leaving the flat.
2. The rooms are suited for housing one person only, given their size, furnishing, and their character of pertaining to a student residence. The tenant shall therefore in general not be permitted to take any roommates.
The tenant may use the rented property exclusively for the contractual purpose. In particular, housing space must not be used for commercial purposes. Violations entitle the landlord to extraordinary cancellation.
3. In exceptional cases, and only temporarily, the tenant may accommodate guests in their room provided that their stay remains limited to a few days only (a maximum of seven consecutive days and a

maximum of two weeks per semester). The janitor must be informed about overnight stays in advance. Any fellow inhabitants of the housing unit must approve of the guest's overnight stay. Any disturbance and interference suffered by fellow inhabitants shall be avoided.

4. If the landlord finds out that guests are staying in the tenant's room without due authorization, the landlord shall be entitled, after sending a written warning without any success, to terminate the tenancy extraordinarily without notice and for cause and to request the tenant to pay a lump sum at the rate of the currently applicable operating cost lump sum for a second person, for each overnight stay of the guest.
5. Upon moving in, the tenant shall receive a list of all inventory items pertaining to the housing unit. The tenant shall be obliged to check the existing inventory for completeness and conformity with the inventory list immediately upon moving in and to determine its condition, usability and any defects, as the case may be. Any missing parts of inventory or defects of the inventory shall be noted on the inventory list and immediately reported to the landlord.
6. Both upon moving in as well as during the whole tenancy period the tenant shall be obliged to immediately notify the landlord of any defects, damages, or malfunctions they discover concerning the rented property, the shared premises, the building itself or the technical facilities. Omission to give such report contrary to this obligation may give rise to claims for damages.
7. In the interest of dealing with such notices and reports in a swift and effective manner, any notice of defect and any damage report shall preferably be submitted to the landlord online via the form⁴ provided on the website of Studentenwerk Leipzig.
8. The tenant shall not be entitled to set up or operate any additional cooking facilities, washing machines, spin dryers, electric tumble dryers, dishwashers, refrigerator or the like in the rented premises without the Landlord's prior written consent. The use of additional heaters (e.g., fan heaters, oil-filled heaters, infrared heaters, or convectors) and air-conditioning systems is prohibited due to fire protection, fire safety and to prevent water damage.
9. Furthermore, for reasons of fire and health protection and to avoid any and all disturbance of other inhabitants of student residences, it is not allowed to use shishas (water pipes) in the rented rooms or in common rooms. The student residence rooms are furnished and equipped in accordance to suit the normal use of student residences. The rooms are not equipped with any special structural and technical facilities for the use of shishas (no sufficient ventilation systems, no CO detectors, no smoke extraction systems, no suitable fireplaces for heating up shisha charcoals, no fireproof, non-inflammable storage areas and containers for disposal).
10. It is neither allowed to mount exterior antennas on windows or façades nor to place flower boxes, or flowerpots or other objects outside the window.
11. The tenant shall neither be allowed to make any changes or modifications to the gas, electric, water supply or sewage installations, nor to the devices and fittings installed or mounted by the landlord, neither in the rented nor in the communal premises. As a general rule, drilling holes into ceilings, walls

⁴ www.studentenwerk-leipzig.de/wohnen/leben-im-studentenwohnheim/reparaturen-stoerungen/

or floors in order to mount or attach pictures and objects shall be allowed only with the janitor's prior consent. Any such holes shall be resealed by the tenant upon termination of tenancy.

12. The tenant shall be obliged to comply strictly with any and all fire safety regulations (Annex 1). In particular, it is forbidden to store any highly inflammable or highly combustible materials in and/or on any buildings and premises managed by the landlord, and to block or obstruct the escape routes, and to – not only temporarily – place any objects, e.g., bicycles and furniture, on stairways, hallways and other areas of circulation.
Immediately after moving in, each tenant shall inform themselves of their own accord about the building-specific alarm and evacuation regulations, locations of the hand-held fire extinguishers and escape routes. Relevant notices are located in the corridor areas in the staircase.
13. The tenant shall be obliged to economize water, heating energy, and electricity.
14. The tenant undertakes to not to disturb any fellow inhabitants or neighbors, especially by noise, and in particular to keep the peace at night from 10 p.m. to 6 a.m. and to reduce any noise in the common rooms to a low volume.
15. Keeping animals, especially keeping dogs and cats, in the student residences is in general impossible and not permitted without the landlord's consent. The landlord may, upon written request, permit exceptions, in particular for small animals, for instance ornamental fishes or small cage birds. This shall, in any case, only be done under the condition that other fellow inhabitants are not expected to be disturbed or inconvenienced and that any fellow tenants possibly affected approve. The exceptional permit shall be revocable if the animals cause any disturbances to other inhabitants.
16. It is not permitted to leave any objects in hallways, stairways and common rooms. The tenant shall not be permitted to put up any posters, pictures or wall decorations outside their own room(s). It is not allowed to damage the walls and the furniture by applying hooks, nails, screws, glue, or similar.
17. Smoking is prohibited in all rooms and stairwells, corridors, common rooms and communal areas such as hallways, kitchens and sanitary facilities. Residents must not be disturbed and/or impaired by smoke and/or odors from tobacco products or other stimulants such as cannabis.
18. The rooms, including hallways, kitchens and flats in the student residence are equipped with smoke alarms that must not be taped or removed. Smoking must therefore take place outside the student hall of residence. If the fire alarm system installed in the main hallways and connected to the fire brigade is triggered by smoking in the hall of residence, the person accountable will be liable for the costs of the call-out.

XII. Maintenance

1. The landlord shall be responsible for the maintenance of the rented premises and the building. The landlord is authorized to carry out repairs or structural alterations that are necessary or expedient to maintain the building or the rented premises or to avert imminent danger or to eliminate damage or to increase efficiency, even without the tenant's express consent. The tenant is obliged to allow and tolerate access to carry out the aforementioned work. The tenant may neither hinder nor delay the execution of the work. Unless special circumstances require immediate action in individual cases

(such as emergencies in the event of damage), the landlord shall inform the affected tenants in good time in advance.

2. The Tenant shall not be authorized to make any structural alterations. Exceptions shall require the landlord's written consent. The tenant shall be liable for any damages occurring in connection with construction measures taken by them, even if the landlord's written consent has been given.
3. If the tenant is bound to tolerate the renovation and/or alteration works and the rented rooms or the building cannot be used during that time, the landlord shall provide temporary, suitable, and reasonable substitute housing, if possible, at the same student residence or another student residence in the same city. Instead of temporarily using the substitute housing, the landlord may also offer the tenant to permanently move to a room provided at another student residence until the tenancy ends.
4. If the tenant refuses to tolerate or interferes with the necessary renovation and/or alteration works, this constitutes cause for the landlord to extraordinarily terminate the tenancy.

XIII. Decorative Repairs

1. The tenant shall not be entitled to take over the rented premises in a renovated state at the beginning of tenancy. Similarly, the tenant shall not generally be obliged to carry out any decorative repairs during the term of tenancy and upon moving out of the rented rooms. However, the tenant shall be obliged to keep the rented rooms at all times in a habitable state by handling them with due diligence and care and to return them in a condition corresponding to normal use upon termination of tenancy.
2. If the rented premises are not in a habitable state according to general standards when the tenant moves out due to excessive wear or damage caused by the tenant or due to other measures the tenant is responsible for (e.g., paint coat), the landlord shall be entitled to carry out or have carried out the necessary decorative repairs at the tenant's expense.
3. If the tenant carries out any decorative repairs, they shall ensure that the works are performed in a correct and professional manner.

XIV. Inventory

1. The tenant shall be obliged to handle with care any furniture and fixtures that were handed over along with the rented property and/or any furniture and fixtures handed over for use or shared use as well as the rest of the rented property, and to clean them regularly. As a general rule, any rearrangement of furniture shall be subject to authorization and must be agreed upon with the janitor. Dismantling any furniture or fixtures fixedly connected with the building shall be considered as structural alteration and shall therefore be forbidden. The tenant shall be obliged to restore the original condition of the rented property upon termination of tenancy.
2. Even if the premises are rented furnished, the tenant shall only be entitled to the provisions of basic furniture. Basic furniture shall include bed, wardrobe, bookshelf, desk and chair. Any furniture and fixtures that the landlord handed over along with the rented property at the beginning of tenancy, such as refrigeration equipment, washing machines, smaller items of furniture, draperies, curtains,

waste baskets and the like, shall constitute optional additional services provided by the landlord which are revocable at any time. Any claim for rent abatement due to revocation of any such additional services shall be excluded.

XV. Keys and Transponders

1. The student residences are equipped with mechanical or digital master key systems. Therefore, loss of a key/transponder will involve very high costs. The tenant shall undertake to keep the keys/transponders handed to them for the rented or shared premises in a particularly safe place and to not make them accessible to any unauthorized individuals.
2. The tenant is obliged to inform the landlord immediately of the loss of a key/transponder, a defect in the locking system or other defects.
3. The tenant shall be given keys/transponders for the tenancy period upon moving in. If keys/transponders are lost or if not all keys/transponders are returned to the landlord when moving out, the landlord is entitled to change the keys/transponders in question and all existing locks or have them replaced with new ones, unless the tenant can prove that misuse of the keys is impossible despite their loss. The costs of replacing the keys/transponders and locks will be charged to the tenant. The tenant is not authorized to replace locks installed by the landlord with other locks or to have additional (replacement) keys/transponders made.

XVI. Access to the Living Quarters by Landlord

1. The tenant shall be obliged to grant the landlord or the landlord's authorized representatives access to the rented premises in the following cases:
 - a) for inspection of the state of the rented property during normal working hours, at reasonable intervals and after prior announcement;
 - b) for the time of the performance of works of maintenance, repair and improvement;
 - c) for pest control;
 - d) at any time in order to avert any dangers for the life and health of any persons, and in order to prevent any substantial property damages.
2. The landlord shall notify the tenant as soon as reasonably possible under the circumstances about the exact time and the expected duration for which access is necessary.
3. In cases of emergency and in order to avert dangers, the landlord shall have the right to open the rented premises in the tenant's absence.
4. The tenant explicitly agrees to the landlord keeping a spare key in a safe secured against any unauthorized access. In case of emergencies, when access to the rented property is required without any delay in order to avert dangers or to reduce possible damage and in which the tenant cannot be contacted in time to allow access, the landlord shall be authorized to use the spare key.

5. In case of any measures announced in advance requiring the landlord or any persons assigned by the landlord to access the rented property, the tenant shall, in case of their absence, assign an authorized representative granting such access.
6. If neither the tenant nor an authorized representative is present at a time communicated beforehand, the landlord shall be authorized to open the rented property using the spare key, unless the tenant has explicitly objected to such access. In such cases, the tenant shall be notified of such access by leaving a message in writing.
7. If the tenant refuses or impedes access or otherwise renders access impossible, they shall be liable for any resulting damage.

XVII. Pest Control

The tenant shall be obliged to ensure that there is no vermin in the rented premises by handling the rented premises with care and keeping them clean. The tenant shall notify the landlord of any vermin detected at the beginning of tenancy within a period of seven days. If the tenant neglects or fails to report any such circumstances immediately, the tenant shall be considered as originator and shall bear the costs for pest control. If any vermin is detected in the premises during the tenancy period, the tenant shall immediately notify the landlord thereof. The tenant shall be liable for any damage caused by the spreading of vermin as a consequence of the tenant's neglecting to give notice thereof or doing so belatedly.

XVIII. Termination of Tenancy

1. The tenancy expires:
 - a) on the date specified in the tenancy agreement;
 - b) at the end of the semester in case of termination with due notice by the tenant;
 - c) on the date specified in the written notice of termination in case of termination by the landlord;
 - d) in case of contract termination by mutual agreement, on the date specified in such agreement.
2. The tenant shall be obliged to return the rented property to the landlord no later than on the last day of the tenancy period by 10.00 a.m. The tenant shall be obliged to arrange for the return date with the janitor no later than two weeks prior to moving out. The rented property may only be returned to a representative authorized by the landlord to accept said property. If the tenancy agreement ends on a Saturday, Sunday or public holiday, the rented property shall be vacated and handed over on the preceding working day (Monday to Friday). There shall be no returns on December 24th and December 31st.
3. The tenant shall be obliged to return the rented premises in a proper condition allowing them to be re-rented immediately afterwards without any cause for complaint. In particular, this shall include the following:

- a) The rented rooms, including fixtures and fittings and any rooms provided for communal use in shared flats, such as corridors, kitchens and bathrooms, must be thoroughly cleaned and rubbish disposed of in the recycling or residual waste containers provided.
 - b) Any damages and defects of the rented property as well as of any furniture and fixtures rented along with rented property for which the tenant is responsible and for the remediation of which the tenant is liable to the landlord, must be remedied in a correct and professional manner by the return date at the latest.
 - c) All rented furnishings must be returned to the landlord in their original condition on the return date.
 - d) By the return date, the tenant must remove any and all of their personal belongings from the rented premises and from the other shared premises.
4. The landlord shall have the right to inspect the state of the rented property before the return date. The tenant shall be notified of the appointed date in due time. If the tenant is prevented from attending the inspection, fails to arrange for an alternative date for inspection or fails to authorize any third person to attend the inspection, the tenant shall be obliged to allow and enable the landlord to access the rented property in their absence.
 5. The contracting parties shall agree during the inspection on the rectification of any defects or damage identified during the inspection for which the tenant is responsible. If the parties do not agree otherwise, the landlord shall be entitled to rectify or have rectified any damage or defects for which the tenant is responsible and which have not been rectified by the return date. In that case, the tenant is obliged to reimburse the necessary expenses incurred by the landlord. The landlord is entitled to offset the expenses against the deposit paid.
 6. No later than by the due return date, the tenant shall personally return all keys/transponders for the rented and shared premises to the janitor or the janitor's authorized representative during the usual office hours.
 7. The tenant shall notify the landlord no later than by the due return date of their correct new address and the bank details necessary for reimbursement of the security deposit or any other balances, as the case may be, unless the bank account specified for collection of rent is to be used for that purpose.
 8. The landlord may remove any movables left in the rented or shared premises by the tenant at the end of tenancy despite their obligation to remove them. In this case, they are obliged to reimburse the necessary expenses incurred by the landlord. The landlord is entitled to offset the expenses against the deposit paid.
The landlord shall be authorized to destroy any movables of no apparent value in which there is obviously no interest in safekeeping at any time.
 9. Upon termination of tenancy, immediate possession of the rented property shall pass to the landlord due to the special rotation conditions of a student residence. In this respect, the tenant shall waive the objection of unlawful interference with the possession of another, i.e., the landlord shall have the right to allocate the living quarters to a new tenant and to store the tenant's belongings. The tenant may demand the landlord to surrender those belongings to him. If the tenant does not exercise their claim for surrender or otherwise fails to indicate to the landlord that they intend to collect those belongings in the near future, the landlord shall be entitled to treat those belongings after expiry of six months as if there was no interest in their further safekeeping.

10. The landlord shall not be liable for any damages or losses to those belongings occurring in the course of their removal, safekeeping or destruction unless in case of intent or gross negligence. The tenant shall refund any expenses incurred by the landlord due to the tenant's failure to remove their belongings in cash.
11. If the rented property is not restored properly and in due time through the tenant's fault and therefore, the room cannot be re-rented promptly, then the landlord shall be entitled to claim from the tenant a compensation for use at the amount of the lost rent as well as a compensation for the alternative housing expenses of the subsequent tenant.

XIX. Landlord's Liability

1. As a general rule, the landlord shall be liable for personal or material damages incurred by the tenant only if they were caused by the landlord's own fault or by fault of its representatives and agents. Unless affecting life, body and health, liability shall be limited to intent or gross negligence. Any further claims shall be excluded.
2. Under no circumstances shall the landlord be liable for any damage or loss concerning the tenant's personal property if the tenant keeps such property in unlocked rooms or in rooms freely accessible to others. In case of burglary, the landlord's liability shall be limited to an insured risk, as the case may be. In case of simple theft, the landlord shall not be liable. The landlord shall not be obliged to provide insurance protection for any property introduced into the rented premises by the tenant. The tenant must provide for their own insurance as needed.
3. If the rented property specified in the tenancy agreement is not ready for occupancy on the agreed date of moving-in, the tenant's claim shall be limited to the provision of appropriate substitute housing by the landlord until the rented accommodation is ready for occupancy. Any further claims shall be excluded.

XX. Tenant's Liability

1. The tenant shall be liable to the landlord for any damage to the rented property (building and inventory) caused by the tenant due to culpable violation of their duties of care and for which the tenant is responsible, in particular if any of the technical installations and other facilities are handled inappropriately and if the rented premises are not sufficiently ventilated, heated or protected against frost. Similarly, the tenant shall be liable for any damages culpably caused by any persons, relatives or guests belonging to their household, or other third parties staying at the rented property at the tenant's instigation or acquiescence.
2. The tenant shall be liable to the landlord for any damages to the rented property caused by inappropriate use, violation of the duties of care or use of undue force.
3. If a substantial defect is revealed or if any measure for the protection of the rented property against any danger becomes necessary, the tenant shall immediately inform the landlord thereof. The tenant shall be liable for any damages caused by their culpable violation of their duty of disclosure.

4. Except as otherwise stipulated in these Tenancy Terms or in any other contractual agreement with reference to individual grounds for liability, the landlord may require the tenant to remediate any damages that are their responsibility within a reasonable period of time specified by the landlord at their expense, unless there is a need for immediate remedy in individual cases due to urgency or any other reasonable cause. On request, the tenant shall present reasonable evidence for the correct and professional performance of the works to the landlord.
5. If the tenant refuses to remediate the damages or fails to meet the deadline set for completion of works, the landlord shall have the right to commission the works necessary themselves and to demand payment of his expenses.
6. If any works the tenant is obliged to perform are carried out by the landlord's employees on the tenant's request, the landlord shall have the right to demand reimbursement from the tenant for the expenses amounting to the fixed hourly rates set internally (plus any material costs indicated separately, as the case may be). If possible, the parties shall enter into a written agreement concerning this matter.
7. Regarding any objects used collectively by tenants, the principle of joint duty of care and disclosure as well as the principle of joint liability for any damages and losses shall apply. Adjustment of claims for damages to jointly used objects pertaining to a room, a housing unit as well as a hallway or other common rooms shall be effected jointly among all the inhabitants of the room and/or housing unit in question. The tenants involved shall be liable as joint and several debtors.

XXI. Parking of Vehicles and Bicycles/E-Bikes/Pedelecs, and E-Scooters

1. If available, the tenant shall be obliged to park motor vehicles solely in the parking spaces intended for the purpose.
2. It is not allowed to leave or store any kind of motor vehicles and motor vehicle parts inside buildings intended for residential purposes or for the permanent stay of people.
3. It is not permitted to park any motor vehicles, which are permanently out of use or not registered with the authorities on the premises of the buildings managed by the landlord. The landlord may have any such vehicles that are parked in those spaces nevertheless removed at the owner's expense.
4. Repairs of motor vehicles that might cause disturbance of others shall not be allowed to be carried out on the premises of the buildings managed by the landlord. In particular, it is forbidden to carry out any works that are harmful to the environment, for instance changing the oil or car washing the vehicle.
5. Bicycles/e-bikes/pedelecs, and e-scooters may only be parked in the spaces provided for the purpose and on the areas intended for the purpose. They must not be parked in the rented rooms, communal rooms, stairways, basement corridors, and on escape routes. In the event of noncompliance, the person responsible shall be liable for any costs incurred for clearance and any further damages caused hereby.

6. Bicycles/e-bikes/pedelecs, and e-scooters that are obviously not usable may be removed and destroyed by the landlord at the owner's expense following unsuccessful request of their removal to the owner and after expiration of a reasonable period of time of not less than two weeks. Any claims for damages by the tenant shall be excluded.

XXII. Access to the Data Network of Leipzig University (studNET)

1. The tenant will be provided with internet access via Leipzig University as part of the tenancy agreement. The university network must be accessed and used for the purposes of teaching, study and research. The landlord's communication systems do not have free lines that are suitable for feeding in internet services from external providers.
2. The internet access shall be provided at no additional charge. Tenants are not entitled to permanent, uninterrupted availability.
3. The Terms and Instructions concerning the Use of the Internet Access in the Student residences of Studentenwerk Leipzig⁵ shall apply.

XXIII. Information pursuant to § 36 Verbraucherstreitbeilegungsgesetz (German Act on Alternative Resolution of Consumer Disputes – VSBG)

The landlord shall be neither liable nor willing to participate in alternative dispute resolutions in line with the Verbraucherstreitbeilegungsgesetz (German Act on Alternative Resolution of Consumer Disputes – VSBG).

To comply with the obligation to inform, the landlord advises the tenant of the competent consumer arbitration committee responsible for tenants:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, D-77694 Kehl, internet: www.verbraucher-schlichter.de

⁵ www.studentenwerk-leipzig.de/en/downloads

Fire Safety Regulations for Student Halls of Residence operated by Studentenwerk Leipzig

The following Fire Safety Regulations were developed in accordance with DIN 14096:2014-05.

Version number: 3.0

As of: May 1st, 2024

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1 Fire Safety Regulations Part A

1.1 Information sheet „Behavior in Case of Fire“

Prevent Fires



No open flames; fire, open sources of ignition and smoking prohibited

Rules of conduct in case of fire

Keep calm

Report fire



Activate the manual fire alarm



Call 112

Get to safety



Warn endangered persons/
Take the helpless with you

Close doors

Follow marked escape routes

Do not use the elevator

Move to assembly point:

Wait for instructions

Attempt to extinguish the fire



Use fire extinguisher

2 Fire Safety Regulations Part B

2.1 Fire prevention

All residents at the property shall be obligated to contribute to the prevention of fire and other events of damage or loss by exercising maximum care. They shall be required to inform themselves in detail about the fire hazards in their flats and surroundings, as well as the measures/behaviour to be adapted in the event of danger. The information board and notices should be employed for this purpose

Flammable or oxidizing substances, such as the following, pose an increased risk of fire:

- flammable liquids (alcohol, gasoline, solvents and disinfectants, sprays),
- easily flammable substances (paper, packaging materials),
- gases (natural gas, liquid gas),
- oxygen increases flammability of substances and acts as an oxidizer

Furthermore, electrical heating devices, such as fan heaters, radiant heaters, radiators, etc., considerably increase the risk of fire.

When using electrical appliances and installations, the relevant application guidelines and operating instructions must be complied with. The operation of electrical heating devices is forbidden.

All residents shall be obliged to follow these Fire Safety Regulations and to participate in fire drills (e.g. evacuation). Order and tidiness are important prerequisites for fire prevention.

It is strictly forbidden to smoke or to handle igniters and use open fire or light in the non-private areas and in any of the technical rooms as well as in any places marked as no-smoking areas. Further details and special provisions shall be separately defined and regulated by the landlord.

The contents of ashtrays may only be emptied into containers consisting of non-flammable material that can be closed and have tightly sealed lids. Only receptacles made of non-flammable material may be used as ashtrays.

Any defects or damages to electro technical installations as well as any signs thereof (flickering lights, charred smell, etc.) must be reported immediately during the day to the janitor or, outside the janitors working hours, to the technical on-call service, who shall then initiate appropriate measures. Use of additional heating devices (such as fan heaters, oil radiators, infrared heaters or convectors) is not permitted for reasons of fire protection and fire safety. Installing your own electrical equipment, such as lamps, track lighting, wiring in public areas (common rooms and club rooms), is not permitted.

When leaving the apartment or room, residents shall make sure to switch off the lights and any private electrical devices not approved for continuous operation. If possible, the main plug shall be pulled (this applies, for instance, to portable power packs/mobile phone chargers). Windows and doors shall be closed.

The request for switching off any electrical devices not approved for continuous operation shall also apply upon completion of works done on the landlord's behalf (e.g. by the janitor and/or contractors). If possible, the main plug shall be pulled (see above). Windows and doors shall also be closed.

In general, any defects interfering with fire protection or compromising the evacuation of the building or efficient firefighting shall be reported to the janitor immediately.

For further information on site-specific features concerning fire protection, please refer to the special notices at the respective facilities or contact the janitor. This information forms part of the aforementioned Fire Safety Regulations.

2.2 Spreading of Fire and Smoke

Once a fire has broken out, fire and smoke must be prevented from spreading unchecked. Any fire- and smoke-protection-doors available are self-closing in order to prevent the spreading of fire and smoke at any rate. Any such doors must not be kept open using wedges or fire extinguishers, fastened open, or rendered ineffective in any other way. Closing devices, such as overhead door closers, must not be un-hinged or rendered unusable in any other way. The janitors shall, to a special degree, act to this effect and/or take care to ensure compliance with this rule during their surveillance patrols. In the event of fire, all other room-enclosing doors shall be kept closed.

The storage and or placing of materials or objects in stairwells, under stairs, in corridors, near exits and in evacuation routes is prohibited without exception. Motor vehicles, bicycles, e-bikes, pedelcs and e-scooters may only be parked or left at the parking spaces/locations intended for that purpose.

In the event of fire, all the windows and doors must be closed, but not locked, upon leaving the building.

2.3 Escape and Evacuation Routes

Escape and evacuation routes are any hallways, corridors, and emergency exits in the building. They must be kept free and unobstructed at all times and to their full extent, be it inside or outside of the building. These routes are indicated by evacuation signs in the building and specified in the escape and rescue plan. Any **access roads** to the property or to buildings, the designated areas for the fire brigade and any **hydrants must remain clear and unobstructed under all circumstances**. All evacuation signs must not be displaced or covered nor changed or removed without authorization.

2.4 Fire Warning and Fire Extinguishing Installations (Fire Alarm Systems)

Almost every student hall of residence is equipped with a fire alarm system that can be triggered by smoke or heat detectors in the corridors and stairwells as well as by activating a manual call point. In those properties there are manual call points bearing the inscription "Feuerwehr" (fire department) or "Hausalarm" (in-house alarm) at suitable locations in corridors/stairwells. Their protective panel can be easily smashed in, for instance using an elbow, or pressed in using any object.

2.4.1 Fire Alarm System with Direct Connection to the Fire Department

In student halls of residence equipped with a fire alarm system **with** a direct connection to the fire department, there are manual call points bearing the inscription "Feuerwehr" (fire department), that are situated in the corridors and hallways.



Smashing in the panel and pressing the button will directly alert the fire department and trigger an acoustic in-house fire alarm (alarm horn) in order to alert other persons in the building to the situation.

2.4.2 Fire Alarm System without a Direct Connection to the Fire Department

In student halls of residence equipped with a fire alarm system **without** a direct connection to the fire department, there are manual call points bearing the inscription “Hausalarm” (in-house alarm) or “Feueralarm” (fire alarm) in the corridors and hallways.



Smashing in the panel and pressing the button will only trigger an acoustic in-house fire alarm in order to alert other persons in the building to the situation. In addition to that, the fire department must be alerted via an emergency call by phone. The emergency call shall be made using the closest possible landline or a mobile phone. The emergency telephone number is 112.

2.4.3 Smoke Detectors without Connection to the Central Fire Alarm System

These smoke detectors are installed in some of the flats in the student halls of residence. They are intended solely for alerting the tenants themselves. In principle, the users of the facilities shall call the fire brigade if those detectors are set off.

Enquire with your janitor in order to find out more about the fire warning installations existing in your student halls of residence.

Every property contains the following fire extinguishing installations:

Portable fire extinguishers: in corridors, in stairwells and in technical rooms

FIRE EXTINGUISHER SYMBOL:



The locations of the fire extinguishers are indicated in the escape and rescue plans. It is not allowed to change the location of any fire extinguisher or the fire extinguisher safety signs without authorization.

All residents shall make themselves familiar with the operating instructions of the portable fire extinguishers located near their apartments. Those instructions are printed on every portable fire extinguisher. Portable fire extinguishers are suitable for fighting smaller incipient fires. They shall be activated only directly at the scene of fire. Operating instructions are attached to the fire extinguishers. Anyone stealing or intentionally misusing fire prevention and emergency equipment (e.g. fire extinguishers) may be reported for criminal prosecution. Any replacement costs shall be charged to the perpetrator.

2.5 Behavior in Case of Fire

In case of fire, you need to stay calm. Saving human lives takes priority over fighting a fire. It is mandatory to follow the instructions given by the landlord's employees charged with special firefighting tasks (in general the janitors) and/or the officers-in-charge of the fire department.

2.6 Reporting a Fire

Any person discovering a fire must immediately report the fire to the fire department (tel. no. 112) and, subsequently, to the janitor. This shall be done regardless of whether the fire is fought by means of the portable fire extinguishers or not.

Report the fire first – extinguish afterwards!

If a fire is reported via telephone, the following information shall be necessary:

- **Where** is it burning? - address, building, location of the fire (house number, floor, apartment)
- **What** is burning? (burning substances, objects)
- **Are** people in danger?
- **Who** is reporting the fire? (surname, first name, where is the fire reported from)
- **Wait** for further enquiries.

Note: the control center shall be the one to end the call, not you!

In the halls of residence thus marked, the fire call may also be made by means of the manual call points.

2.7 Observing and Complying with Alarm Signals and Instructions

If you suspect there is a fire, you must immediately sound the alarm! Smash in the protective panel of the manual call point (using your elbow) or press it in using an object.

Using manual call points bearing the inscription "Feuerwehr" will directly alert the fire department and trigger an acoustic in-house fire alarm (alarm horn) in order to alert other persons in the building to the situation.

Using manual call points bearing the inscription „Hausalarm“ will only trigger an acoustic in-house fire alarm in order to alert the other persons in the building to the situation. In addition to that, the

fire department must be alerted via an emergency call by phone. The emergency call shall be made using the closest possible landline or a mobile phone. The emergency telephone number is 112.

For student halls of residence with no manual call points in the corridors/stairwells, an emergency call must be made using the closest possible landline or a mobile phone. The emergency telephone number is 112.

The landlord's employees and, after their arrival, the fire department/police are authorized to give further instructions.

2.8 Getting to Safety

After the alarm is sounded and upon instruction, you are obliged to leave the danger area immediately via the corridors, stairwells, stairs and exits. If the rooms are filled with smoke, proceed by stooping or crawling as there is maybe still breathable air close to the ground. Residents and any temporary visitors shall follow the indicated known escape and evacuation routes and gather at the designated assembly point. People with disabilities who require assistance must be assisted in exiting the building.

2.9 Trying to Extinguish a Fire

In the event of **evidently controllable** incipient fires (e.g. fire in a wastepaper basket), **every person present** is obligated to try to extinguish the fire. Incipient fires shall be immediately fought using the fire-fighting equipment available (portable fire extinguishers). As the case may be, several portable fire extinguishers are to be used simultaneously, not subsequently. For your own safety, fires should always be fought by at least two persons. Any attempts to extinguish a fire shall only be carried out without putting one's own life and health in danger. If smoke emission increases, the room must be vacated **immediately**. Breathing in fumes can be fatal!

Smoke extraction systems are activated automatically, by the fire department or by persons present on site.

After arrival of the fire department, their officer-in-charge shall generally be responsible for giving instructions on the actions to be taken. It is mandatory to follow the instructions given by the fire department.

Should there be any persons burning, the fire shall be extinguished using appropriate measures (e.g. smothering the flames by covering with coats, extinguishing using suitable fire extinguishers). Burning persons shall be prevented from running on.

When attempting to extinguish a fire, make sure to keep clear the necessary paths for retreat.

Use fire extinguishers correctly:

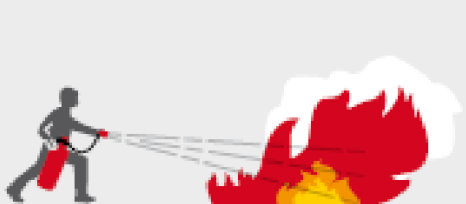
- Pay attention to the direction of the wind and keep a safe distance! Do not attempt to extinguish the flames directly, but rather to burning material or object.



- Extinguish surface fires from front to back.



- Extinguish the fire intermittently! Only use as much extinguishing agent as necessary. Keep a reserve of extinguishing agent ready for possible re-ignition.



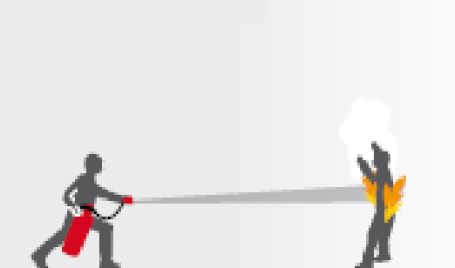
- Extinguish dripping and flowing fires from top to bottom.



- If possible, use multiple extinguishers at the same time, not one after the other.



- Extinguishing a person on fire with fire extinguisher



- Watch out for re-ignition - do not leave the burning area but observe it.



- Once used, fire extinguishers must not be returned to their original location! They must be refilled and tested.



2.10 Special Rules of Conduct / Behavior after Fire

In the event of fire, any doors leading to the scene of fire shall be closed, but not locked. Any other doors and windows are to be kept closed as well, but not locked. Any working equipment (e.g. equipment of contractors) shall – if still possible – be switched off and, as the case may be, secured. Any electrical installations and any portable electrical equipment shall – if this is still possible – be switched off.

After arrival of the fire department, the scene of fire may only be entered with permission given by the fire department's officer-in-charge. You are obliged to follow the instructions given by the landlord's employees.